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Fill in this	s information to iden	Check if this is a modified plan, and list below the		
Debtor 1	Nicholas First Name	Martin Middle Name	Powell Last Name	sections of the plan that have been changed. Pre-confirmation modification
				Pre-confirmation modification
Debtor 2	Brittney	Ann	Powell	☐ Post-confirmation modification
(Spouse, if fil	ing) First Name	Middle Name	Last Name	
United State	es Bankruptcy Court for t	he: District of South Carolin	a	
Case numb (If known)	er	annanipuspianipus (dan tanah tan		

District of South Carolina

Chapter 13 Plan

12/17

Part 1: **Notices**

To Debtors:

This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances. Plans that do not comply with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, this Court's local rules, and judicial rulings may not be confirmable.

In the following notice to creditors, you must check each box that applies.

To Creditors: Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated.

You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. Failure to object may constitute an implied acceptance of and consent to the relief requested in this document.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the Bankruptcy Court. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See Bankruptcy Rule 3015. In addition, pursuant to Federal Rule of Bankruptcy Procedure 3002, you must file a timely proof of claim in order to be paid under any plan. Confirmation of this plan does not bar a party in interest from objecting to a claim.

The following matters may be of particular importance. Debtors must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

1.1	A limit on the amount of a secured claim, set out in Section 3.2, which may result in a partial payment or no payment at all to the secured creditor	Included	□ Not included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section 3.4	Included	☐ Not included
1.3	Nonstandard provisions, set out in Part 8	☐ Included	Not included
1.4	Conduit Mortgage Payments: ongoing mortgage payments made by the trustee through plan, set out in Section 3.1(c) and in Part 8	□ Included	Not included

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Debtor N

licholas Martin Powell & Brittney Ann Powell	Case Number
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Part 2:

Plan Payments and Length of Plan

The debtor submits to the supervision and control of the trustee all or such portion of future earnings or other future income as is necessary for the execution of the plan.

Unless all allowed claims (other than long-term claims) are fully paid pursuant to the plan, the debtor will make regular payments to the trustee as follows:

\$ 946.00

per month

for 60

months

The debtor and trustee may stipulate to a higher payment in order to provide adequate funding of the plan without the necessity of a modification to the plan. The stipulation is effective upon filing with the Court.

Additional monthly payments will be made to the extent necessary to make the payments to creditors specified in this plan.

Regular payments to the trustee will be made from future income in the following manner:
Check all that apply. The debtor will make payments pursuant to a payroll deduction order. The debtor will make payments directly to the trustee. Other (specify method of payment):
Income tax refunds.
Check one.
The debtor will retain any income tax refunds received during the plan term.
The debtor will treat income tax refunds as follows:
Additional payments.
Check-one.
None. If "None" is checked, the rest of § 2.4 need not be completed or reproduced.
The debtor will make additional payment(s) to the trustee from other sources, as specified below. Describe the source, estimated unt, and date of each anticipated payment.

Part 3:

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Treatment of Secured Claims

To receive a distribution from the trustee, a proof of claim, including adequate supporting documentation and filed in compliance with Official Rules and Forms, must be filed with the Court. For purposes of plan distribution, a claim shall be treated as provided for in a confirmed plan. However, if a claim is treated as secured in a confirmed plan and the affected creditor elects to file an unsecured claim, such claim, unless timely amended, shall be treated as unsecured for purposes of plan distribution. Any creditor holding a claim secured by property that is removed from the protection of the automatic stay by order, surrender, or through operation of the plan will receive no further distribution from the chapter 13 trustee on account of any secured claim. This provision also applies to creditors who may claim an interest in, or lien on, property that is removed from the protection of the automatic stay by another lienholder or released to another lienholder, unless the Court orders otherwise, but does not apply if the sole reason for its application arises under 11 U.S.C. § 362(c)(3) or (c)(4). Any funds that would have otherwise been paid to a creditor, but pursuant to these provisions will not be paid, will be distributed according to the remaining terms of the plan. Any creditor affected by these provisions and who has filed a timely proof of claim may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the removal of the property from the protection of the automatic stay. Secured creditors that will be paid directly by the debtor may continue sending standard payment and escrow notices, payment coupons, or inquiries about insurance, and such action will not be considered a violation of the automatic stay.

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Debtor Nicholas Martin Powell & Brittney Ann Powell	Case Number
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3.1 Maintenance of payments and	cure or waiver of default, if	f any.			
Check all that apply. Only relev		_			
None. If "None" is checked,	the rest of § 3.1 need not be	e completed or reproduce	ed.		
3.1(a) The debtor is not in changes required by the applicable of	default and will maintain the ontract and noticed in conform	current contractual inst	allment payments or rules. These paymo	on the secured claims listed below, with a ents will be disbursed directly by the deb	any tor.
Name of Creditor American Honda Finance	Collateral 2012 Honda Foreman 4-V	Nheeler (debtor's mothe	r will continue to pa	y outside plan)	
Sharonview	2016 Forrest River XLR (debtor's mother will cont	inue to pay outside	plan)	
3.1(b) The debtor is in defa any changes required by the applicab by the trustee, with interest, if any, at ordered by the Court.	le contract and noticed in cor	nformity with any applica	ble rules. The arre	secured claims listed below, with arage payments will be disbursed litor's allowed claim or as otherwise	
Name of Creditor	Collateral	Estimated amoun	arrearage	Monthly plan payment on arrearage	
Wells Fargo Home Mortgage	1825 Shirley Road Hodges, SC 29653	\$2000.00 Includes amounts accrued through the	(if applicable)%	\$ <u>34.00</u>	
		April 2018 payment		(or more)	
with the Operating Order of the Judge the Operating Order, the terms of the	e assigned to this case and a Operating Order control. es to engage in loss mitigation	ns provided in Section 8.	1. In the event of a	_ according to the applicable guidelines	or
Insert additional claims as neede	ed.				
	aim is treated as set forth in s nd a treatment is provided in		on will be effective o	only if the applicable box in Section	
3.2 Request for valuation of securi	ty and modification of unde	ersecured claims. Chec	ck one.		
☐ None. If "None" is checked, th	e rest of § 3.2 need not be co	ompleted or reproduced.			
The remainder of this para	•		•		
below, the debtor requests that the Cobelow, the debtor states that the value secured claims of governmental units, its proof of claim or after the time for Bankruptcy Rules controls over any corat the rate stated below.	of the secured claim should unless otherwise ordered by filing one has expired, the v	l be as set out in the co the Court after motion of alue of a secured claim	lumn headed <i>Estim</i> ir claims objection fi listed in a proof of	led after the governmental unit files f claim filed in accordance with the	
The portion of any allowed c this plan. If the estimated amount of a entirety as an unsecured claim under F the proof of claim controls over any cor	creditor's secured claim is lis Part 5.1 of this plan. Unless o	sted below as having no therwise ordered by the	value, the creditor's		

Unless 11 U.S.C. § 1325(a)(5)(A) or (C) applies, holders of secured claims shall retain liens to the extent provided by section 1325(a)(5)(B)(i). Secured creditors paid the full secured claim provided for by this plan shall satisfy any liens within a reasonable time.

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Effective December 1, 2017

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Debtor Nicholas Martin Powell & Brittney Ann Powell

Case Number	

Name of creditor	Estimated amount of creditor's total claim	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Estimated amount of secured claim	Interest rate	Estimated monthly payment to creditor (disbursed by the trustee)
US Bank	\$38,910.00	2015 Dodge Ram 3500	\$35,100.00	\$0.00	\$35,100.00	6.0%	\$753.00 (or more)

3.3	Other secured claims excluded from 11 to	J.S.C.	§ 506 and not otherwise addressed herein.
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Che	ĉk one.
W	None. If "None" is checked, the rest of § 3.3 need not be completed or reproduced
	The claims listed below are being paid in full without valuation or lien avoidance

These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed either by the trustee or directly by the debtor, as specified below. Holders of secured claims shall retain liens to the extent provided by 11 U.S.C. § 1325(a)(5)(B)(i). Secured creditors paid the full secured claim provided for by this plan shall satisfy any liens within a reasonable time.

Name of creditor	Collateral	Estimated amount of claim	Interest rate	Estimated monthly payment to creditor
	***************************************	\$	%	\$ (or more)
				Disbursed by ☐ Trustee
				☐ Debtor

Insert additional claims as needed.

3.4 Lien avoidance.

Check one.

None. If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.

The judicial liens or nonpossessory, nonpurchase money security interests securing the claims listed below impair exemptions to which the debtor would have been entitled under 11 U.S.C. § 522(b). Unless otherwise ordered by the Court, a judicial lien or security interest securing a claim listed below will be avoided to the extent that it impairs such exemptions upon entry of the order confirming the plan. The amount of the judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5.1 to the extent allowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d). If more than one lien is to be avoided, provide the information separately for each lien.

Choose the appropriate form for lien avoidance.

Name of creditor and description of property securing lien	Estimated amount of lien	Total of all senior/unavoidable liens	Applicable Exemption and Code Section	Value of debtor's interest in property	Amount of lien not avoided (to be paid in 3.2 above)	Amount of lien avoided
Credit Central – HHG	\$885.00	\$0.00	\$500.00 15-41-30(A)(3)	\$500.00	\$0.00	100%
OneMain – HHG	\$5,561.00	\$0.00	\$500.00 15-41-30(A)(3)	\$500.00	\$0.00	100%
Quick Credit – HHG	\$750.00	\$0.00	\$500.00 15-41-30(A)(3)	\$500.00	\$0.00	100%
Quick Credit – HHG	\$387.00	\$0.00	\$500.00 15-41-30(A)(3)	\$500.00	\$0.00	100%
Regional Finance – HHG	\$2,583.72	\$0.00	\$500.00 15-41-30(A)(3)	\$500.00	\$0.00	100%

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Debtor Nicholas Martin Powell & Brittney Ann Powell

Case	Number	•

Republic Finance – HHG	\$3,836.00	\$0.00	\$500.00 15-41-30(A)(3)	\$500.00	\$0.00	100%
Republic Finance – HHG	\$1,233.00	\$0.00	\$500.00 15-41-30(A)(3)	\$500.00	\$0.00	100%

Use this form for avoidance of liens on co-owned property only.

Name of creditor and description of property securing lien	Total equity (value of debtor's property less senior/unavoidable liens)	Debtor's equity (Total equity multiplied by debtor's proportional interest in property)	Applicable Exemption and Code Section	Non-exempt equity (Debtor's equity less exemption)	Estimated lien	Amount of lien not avoided (to be paid in 3.2 above)	Amount of lien avoided
	\$	\$		\$	\$	\$	\$

Insert additional claims as needed.

3.5	Surrender	of co	llatera	I.
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Check one.

None. If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

The debtor elects to surrender the collateral that secures the claim of the creditor listed below. The debtor requests that upon confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under § 1301 be terminated in all respects. A copy of this plan must be served on all co-debtors. Any creditor who has filed a timely proof of claim may file an amended proof of claim itemizing the deficiency resulting from the disposition of the collateral within a reasonable time after the surrender of the property. Any such amended claim, if allowed, will be treated in Part 5.1 below.

Name of creditor	Collateral

Insert additional claims as needed.

Part 4:

Treatment of Fees and Priority Claims

4.1 General

The debtor shall pay all post-petition priority obligations, including but not limited to taxes and post-petition domestic support, and pay regular payments on assumed executory contracts or leases, directly to the holder of the claim as the obligations come due, unless otherwise ordered by the Court. Trustee's fees and all allowed priority claims, including domestic support obligations other than those treated in § 4.5, will be paid in full without postpetition interest.

4.2 Trustee's fees

Trustee's fees are governed by statute and may change during the course of the case.

4.3 Attorney's fees

- a. The debtor and the debtor's attorney have agreed to an attorney's fee for the services identified in the Rule 2016(b) disclosure statement filed in this case. Fees entitled to be paid through the plan and any supplemental fees as approved by the Court shall be disbursed by the trustee as follows: Following confirmation of the plan and unless the Court orders otherwise, the trustee shall disburse a dollar amount consistent with the Judge's guidelines to the attorney from the initial disbursement. Thereafter, the balance of the attorney's compensation as allowed by the Court shall be paid, to the extent then due, with all funds remaining each month after payment of trustee fees, allowed secured claims and pre-petition arrearages on domestic support obligations. In instances where an attorney assumes representation in a pending *pro se* case and a plan is confirmed, a separate order may be entered by the Court, without further notice, which allows for the payment of a portion of the attorney's fees in advance of payments to creditors.
- b. If, as an alternative to the above treatment, the debtor's attorney has received a retainer and cost advance and agreed to file fee applications for compensation and expenses in this case pursuant to 11 U.S.C. § 330, the retainer and cost advance shall be held in trust until fees and expense reimbursements are approved by the Court. Prior to the filing of this case, the attorney has received \$_____ and for plan confirmation purposes only, the fees and expenses of counsel are estimated at \$_____ or less.

4.4 Priority claims other than attorney's fees and those treated in § 4.5.

District of South Carolina Effective December 1, 2017

Filed 04/27/18 Entered 04/27/18 09:26:37 Desc Main Case 18-02147-hb Doc 3 Page 6 of 10 Document Case Number___ Debtor Nicholas Martin Powell & Brittney Ann Powell Chegk one. The debtor is unaware of any priority claims at this time. If funds are available, the trustee is authorized to pay on any allowed priority claim without further amendment of the plan. Domestic Support Claims, 11 U.S.C. § 507(a)(1): Pre-petition arrearages. The trustee shall pay the pre-petition domestic support obligation arrearage to (name of DSO recipient), at the or more per month until the balance, without interest, is paid in full. Add additional creditors as needed. The debtor shall pay all post-petition domestic support obligations as defined in 11 U.S.C. § 101(14A) on a timely basis directly to the creditor. Any party entitled to collect child support or alimony under applicable non-bankruptcy law may collect those obligations from property that is not property of the estate or with respect to the withholding of income that is property of the estate or property of the debtor for payment of a domestic support obligation under a judicial or administrative order or a statute. Other Priority debt. The trustee shall pay all remaining pre-petition 11 U.S.C. § 507 priority claims on a pro rata basis. If funds are available, the trustee is authorized to pay on any allowed priority claim without further amendment of the plan. 4.5 Domestic support obligations assigned or owed to a governmental unit and paid less than full amount. None. If "None" is checked, the rest of § 4.5 need not be completed or reproduced. The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim under 11 U.S.C. § 1322(a)(4). This plan provision requires that payments in § 2.1 be for a term of 60 months; see 11 U.S.C. § 1322(a)(4). Name of creditor Amount of claim to be paid Disbursed by □ Trustee Debtor Insert additional claims as needed. Part 5: **Treatment of Nonpriority Unsecured Claims** 5.1 Nonpriority unsecured claims not separately classified. Check one. Allowed nonpriority unsecured claims that are not separately classified will be paid, pro rata by the trustee to the extent that funds are available after payment of all other allowed claims. The debtor estimates payments of less than 100% of claims. ☐ The debtor proposes payment of 100% of claims. ☐ The debtor proposes payment of 100% of claims plus interest at the rate of ____%. 5.2 Maintenance of payments and cure of any default on nonpriority unsecured claims. Check one. None. If "None" is checked, the rest of § 5.2 need not be completed or reproduced. 🗖 The debtor will maintain the contractual installment payments and cure, through the trustee, any prepetition default in payments on the unsecured claims listed below. Name of creditor Current installment payment Estimated amount of arrearage Monthly payment (paid by the debtor) through month of filing or on arrearage to be conversion disbursed by the trustee

Insert additional claims as needed.
District of South Carolina

(or more)

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Name of creditor

Description of leased property or executory contract

payment

Estimated amount of arrearage through month of filing or conversion

Estimated monthly payment

on arrearage to be disbursed by the trustee

(or more)

Insert additional claims as needed.

Part 7:

Vesting of Property of the Estate

7.1 Property of the estate will vest in the debtor as stated below:

Check the applicable box:

Upon confirmation of the plan, property of the estate will remain property of the estate, but possession of property of the estate shall remain with the debtor. The chapter 13 trustee shall have no responsibility regarding the use or maintenance of property of the estate. The debtor is responsible for protecting the estate from any liability resulting from operation of a business by the debtor. Nothing in the plan is intended to waive or affect adversely any rights of the debtor, the trustee, or party with respect to any causes of action owned by the debtor.

Page 8 of 10 Document Debtor Nicholas Martin Powell & Brittney Ann Powell Case Number Other. The debtor is proposing a non-standard provision for vesting, which is set forth in section 8.1. This provision will be effective only if the applicable box in Section 1.3 of this plan is checked and a proposal for vesting is provided in Section 8.1. Part 8: **Nonstandard Plan Provisions** 8.1 Check "None" or List Nonstandard Plan Provisions Mone. If "None" is checked, the rest of Part 8 need not be completed or reproduced. Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in this form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective. The following plan provisions will be effective only if there is a check in the box "Included" in § 1.3. Part 9: Signature(s) 9.1 Signatures of the debtor and the debtor's attorney The debtor and the attorney for the debtor, if any, must sign below. Signature of Debtor 1 Executed on 9 Executed on Signature of Attorney for the debtor

By filing this document, the debtor, if not represented by an attorney, or the debtor and the attorney for the debtor certify(ies) that this Chapter 13 plan contains no nonstandard provision other than those set out in Part 8.

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UNITED STATES BANKRUPTCY COURT DISTRICT OF SOUTH CAROLINA

IN RE:)	CASE NO.:
Nicholas Martin Powell & Brittney Ann Powell,))	CIMITER 13
Debtor(s))	

CERTIFICATE OF SERVICE

I, Dana Jennings, secretary for Alecia Compton Law Office, LLC, do hereby certify that on the 27th day of April 2018, I served a copy of the Chapter 13 Plan in the above captioned matter by depositing a copy thereof in the United States Mail at Greenwood, South Carolina, with the proper postage affixed, directed to the parties at the following address:

AFFIRM INC AFFIRM INCORPORATED PO BOX 720 SAN FRANCISCO CA 94104

AMERICAN HONDA FINANCE ATTN: BANKRUPTCY PO BOX 168088 IRVING TX 75016

BANK OF AMERICA ATTN: BANKRUPTCY PO BOX 982238 EL PASO TX 79998

BARCLAYS BANK DELAWARE ATTN: CORRESPONDENCE PO BOX 8801 WILMINGTON DE 19899

CAPITAL ONE ATTN: BANKRUPTCY PO BOX 30285 SALT LAKE CITY UT 84130

CHASE CARD SERVICES CORRESPONDENCE DEPT PO BOX 15298 WILMINGTON DE 19850

CITIBANK/BEST BUY CITIBANK CORP/CENTRALIZED BANKRUPTCY PO BOX 790034 ST LOUIS MO 63179

CITIBANK/EXXON MOBILE CENTRALIZED BANKRUPTCY PO BOX 790034 ST LOUIS MO 63179 COMENITY BANK/BUCKLE ATTN: BANKRUPTCY PO BOX 182125 COLUMBUS OH 43218

COMENITY BANK/REED'S ATTN: BANKRUPTCY DEPT PO BOX 182125 COLUMBUS OH 45318

COMENITY BANK/VICTORIA SECRET ATTN: BANKRUPTCY DEPT PO BOX 182125 COLUMBUS OH 45318

COMENITY BKL/ULTA ATTN: BANKRUPTCY DEPT PO BOX 182125 COLUMBUS OH 43218

CREDIT CENTRAL 718-B MONTAGUE AVENUE GREENWOOD SC 29649

DEPT OF ED / 582 / NELNET ATTN: CLAIMS PO BOX 82505 LINCOLN NE 68501

EXECUTIVE FINANCIAL CO 7577 MILLER RD SWARTZ CREEK MI 48473

FINGERHUT BANKRUPTCY DEPT 6250 RIDGEWOOD RD SAINT CLOUD MN 56303

IRS PO BOX 7346 PHILADELPHIA PA 19101-7346 KOHLS/CAPITAL ONE KOHLS CREDIT PO BOX 3120 MILWAUKEE WI 53201

LENDING CLUB CORP 71 STEVENSON ST SUITE 300 SAN FRANCISCO CA 94105

NELNET ATTN: CLAIMS PO BOX 82505 LINCOLN NE 68501

ONEMAIN ATTN: BANKRUPTCY 601 NW 2ND ST EVANSVILLE IN 47708

ONEMAIN FINANCIAL 534 BYPASS 72 NW GREENWOOD SC 29649

PAYPAL CREDIT PO BOX 105658 ATLANTA GA 30348-5658

PMAB, LLC PO BOX 12150 CHARLOTTE NC 28220

QUICK CREDIT 724B MONTAGUE AVE GREENWOOD SC 29649

REGIONAL FINANCE 716B MONTAGUE AVE GREENWOOD SC 29649

REPUBLIC FINANCE 1311 MONTAGUE AVE EXT GREENWOOD SC 29646

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SC DEPT OF REVENUE PO BOX 12265 COLUMBIA SC 29211

SELF REGIONAL HEALTHCARE 1325 SPRING STREET GREENWOOD SC 29646

SHARONVIEW PO BOX 2070 FORT MILL SC 29716

SYNCB/CITGO ATTN: BANKRUPTCY PO BOX 965060 ORLANDO FL 32896

SYNCB/ROOMS TO GO ATTN: BANKRUPTCY PO BOX 965060 ORLANDO FL 32896

SYNCHRONY BANK/ JC PENNEYS ATTN: BANKRUPTCY DEPT PO BOX 965060 ORLANDO FL 32896 SYNCHRONY BANK/ OLD NAVY ATTN: BANKRUPTCY DEPT PO BOX 965060 ORLANDO FL 32896

SYNCHRONY BANK/BELK ATTN: BANKRUPTCY DEPT PO BOX 965060 ORLANDO FL 32896

SYNCHRONY BANK/CARE CREDIT ATTN: BANKRUPTCY DEPT PO BOX 965061 ORLANDO FL 32896

SYNCHRONY BANK/SAMS ATTN: BANKRUPTCY PO BOX 965060 ORLANDO FL 32896

SYNCHRONY BANK/WALMART ATTN: BANKRUPTCY DEPT PO BOX 965060 ORLANDO FL 32896 TARGET TARGET CARD SERVICES MAIL STOP NCB-0461 MINNEAPOLIS MN 55440

US BANK POBOX 5229 CINCINNATI OH 45201

US BANK/RMS CC ATTN: BANKRUPTCY PO BOX 5229 CINCINNATI OH 45201

WELLS FARGO BANK ATTN: BANKRUPTCY DEPT PO BOX 6429 GREENVILLE SC 29606

WELLS FARGO HOME MORTGAGE ATTN: BANKRUPTCY MAC X7801-014 3476 STATEVIEW BLVD FORT MILL SC 29715

Dana Jennings, secretary for Alecia Compton Law Office, LLC 109 Oak Avenue, Suite A Greenwood, SC 29646

(864) 450-9042